

CITY OF SOMERVILLE, MASSACHUSETTS  
SCHOOL DEPARTMENT  
42 CROSS STREET  
SOMERVILLE, MA 02145  
BIDDING INSTRUCTIONS FOR **BID #S2015-05**

Enclosed you will find an invitation to bid for:

**Textbooks and Educational Materials**

When submitting bid, please identify bid clearly.

**"Bid #S2015-05" "Textbooks and Educational Materials", "10:00 am, Thursday, April 17, 2014"** on the outside of your sealed bid.

**BID SUBMITTED MUST BE AN ORIGINAL.**

The completion of the following forms is necessary for consideration of a potential contract award.

**VERY IMPORTANT**

**WHEN SUBMITTING BID DOCUMENT, PLEASE RETAIN ORDER OF DOCUMENTS AS ORIGINALLY PROVIDED.**

**Form #2** "Notice to Bidders" signed by the authorized designee.

**Form #3** "Signature Form" completed by the authorized designee.

**Form #5A** "Non-Collusion Form and Tax Compliance Certification" signed by the authorized designee.

**NOTE: IF VENDOR IS INCORPORATED - SEE ATTACHED "GOOD STANDING FORM".**

Please review and return with your sealed bid as sent. Also, insure that all forms are completed and your bid response is submitted as requested.

Your cooperation is greatly appreciated.

## **CERTIFICATE OF GOOD STANDING**

TO: VENDOR

FROM: SCHOOL DEPARTMENT

RE: **CURRENT GOOD STANDING FORM**

The **AWARDED VENDOR** must comply with our request for a **CURRENT “CERTIFICATE OF GOOD STANDING”**.

If you require information on how to obtain the Good Standing Certificate or Certificate of Registration (Foreign Corporations) from the Commonwealth of Massachusetts, please call the Secretary of State's Office, Order Room for Corporations at **(617) 727-2850** (Press #1) located at One Ashburton Place, 17<sup>th</sup> Floor, Boston, MA or you may access their web site at: [www.MA.GOV/SEC/COR](http://www.MA.GOV/SEC/COR).

If your company is incorporated outside of Massachusetts and therefore is a “foreign corporation”, but is registered to do business in Massachusetts, please comply with our request for the Certificate of Registration from the Commonwealth of Massachusetts. If your company is a “foreign corporation”, but is not registered to do business in Massachusetts, please provide the Good Standing Certificate from your state of incorporation.

Please note that without the above certificate(s), the City of Somerville, School Department cannot execute your contract.

### **IMPORTANT NOTICE**

Requests for Certificates in Good Standing by mail may take a substantial amount of time. A certificate may be obtained immediately in person at the Secretary's Office at the address above. Also, at this time, the Secretary of State's Office may not have your current annual report recorded. If this is the case, and you are therefore unable to obtain the Certificate of Good Standing, please forward a copy of your original Certificate of Good Standing to the School Department, Finance Office.

Thank you,

Patricia Durette,  
Finance Director

**NOTICE TO BIDDERS**  
**BID NO. S2015-05**

All bids must be in accordance with terms and conditions set forth herein as stated.

SECTION A. Sealed bids for: **Textbooks and Educational Materials** will be received at the office of the Finance Director, Somerville School Department, 42 Cross Street, Somerville, Middlesex County, MA 02145 no later than **Thursday, April 17, 2014 at 10:00 am** at which time and place they will be publicly opened and read.

SECTION B. Forms of price bid, specifications and terms of contract can be obtained at the above office on or after **Thursday, March 27, 2014.**

SECTION C. Bid envelopes shall be clearly marked as follows: **"Bid No. #S2015-05"** **"Textbooks and Educational Materials"**, **"10:00 am Thursday, April 17, 2014"**.

SECTION D. If awarded vendor is incorporated in Massachusetts, vendor will be required to supply with contract a current copy of "Certificate of Good Standing" or copy of application for same and copy of check for filing application fee. If awarded vendor is incorporated outside of Massachusetts, vendor must supply with contract, either a copy of Massachusetts "Certificate of Registration" form, or a copy of the "Certificate of Good Standing" from the state of incorporation, or a copy of application for same and copy of check for filing application fee. FAILURE TO SUPPLY CERTIFICATE OR EVIDENCE OF APPLICATION OF SAME WITH CONTRACT WILL CAUSE THE BID TO BE DISQUALIFIED.

SECTION E. The copy of the bid deposited with the Finance Director will be accompanied by a bid guarantee in the amount of: **N/A.**

SECTION F. A Performance Bond in the amount of **\$ N/A.**  
A Payment Bond in the amount of **\$ N/A.**

**INSURANCE:**

Worker's Compensation.	<b>See Form 19A</b>
Automobile Liability Insurance.	<b>See Form 19A</b>
General Liability Insurance.	<b>See Form 19A</b>
Errors & Omissions with Child Molestation	<b>See Form 19A</b>

SECTION G. The requirement in Section E or F will be waived if the words "Non-Applicable" (N/A) are inserted in the space designated.

SECTION H. Deliveries to be made upon receipt of a signed Purchase Order to the address specified.

SECTION I. The Finance Director reserves the right to accept or reject any or all bids, to waive any informalities, to divide the award, to amend any specifications or to accept any portion of a bid, if in her sole judgment, the best interest of the City of Somerville would be served by so doing.

SECTION J. The City reserves the right to cancel a contract if awarded bidder does not respond to all necessary documents and required signature forms within twenty (20) working days or receipt of contract.

SECTION K. Contract will run from **July 1, 2014** until **June 30, 2017**.

SECTION L. Questions concerning this invitation for bid must be in writing to: Patricia Durette, Finance Director, School Department, 42 Cross Street, Somerville, MA 02145 not less than ten (10) working days prior to scheduled bid opening date.

SECTION M. If any changes are made to this IFB, an addendum will be issued. Addenda will be mailed or faxed to all bidders on record as having picked up the IFB.

Company:\_\_\_\_\_

Authorized Signature:\_\_\_\_\_

Printed Name and Title:\_\_\_\_\_

Telephone Number:\_\_\_\_\_

Fax Number:\_\_\_\_\_

Date:\_\_\_\_\_

## PROPOSAL SHEET

The Somerville School Department seeks to purchase Textbooks and Supporting Materials for a three (3) year period commencing **July 1, 2014** through **June 30, 2017**

The contract value shall not exceed **\$300,000.00**. However, the vendor shall not be guaranteed the maximum value stipulated herein.

Textbooks and Allied Materials are to be sold in one of the following ways for the entire three (3) year period.

- |     |                                  |   |           |
|-----|----------------------------------|---|-----------|
| A - | Catalogue Price                  | = | new price |
| B - | Catalogue Price minus % discount | = | new price |
| C - | Catalogue Price plus cost over   | = | new price |

Please state on the following lines what materials will cost by one of the three ways listed in the preceding paragraph, based on the current relevant catalogue in effect from **July 1, 2014** through **June 30, 2017**.

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Company Name

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Company Address

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Signature of person completing Proposal

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Title

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( )  
Telephone #

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( )  
Fax #

**CITY OF SOMERVILLE  
SCHOOL COMMITTEE  
SIGNATURE FORM**

NAME OF COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATURE OF AUTHORIZED CONTRACTING OFFICIAL: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

RESIDENCE: \_\_\_\_\_

IF COMPANY IS A PARTNERSHIP:

FULL NAME AND RESIDENCE OF EACH PARTNER:

\_\_\_\_\_  
\_\_\_\_\_

IF COMPANY IS A CORPORATION:

THE CORPORATE NAME IS: \_\_\_\_\_

THE CORPORATION IS ORGANIZED UNDER THE LAWS OF: \_\_\_\_\_

THE PRESIDENT IS: \_\_\_\_\_

THE TREASURER IS: \_\_\_\_\_

THE CLERK/SECRETARY IS: \_\_\_\_\_

NAME OF CORPORATION THAT WILL APPEAR ON A POTENTIAL CONTRACTUAL AGREEMENT IF  
DIFFERS FROM ABOVE:

\_\_\_\_\_

NAME AND TITLE OF PERSON WHO WILL BE RESPONSIBLE FOR THE SIGNING OF A POTENTIAL  
CONTRACTUAL AGREEMENT IF DIFFERS FROM ABOVE:

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

NAME OF CLERK/SECRETARY WHO WILL ALSO BE SIGNING FOR A POTENTIAL CONTRACTUAL  
AGREEMENT IF DIFFERS FROM ABOVE:

\_\_\_\_\_

## INSURANCE SPECIFICATIONS

**INSURANCE REQUIREMENT FOR AWARDED VENDOR ONLY:**

Prior to commencing performance of the Contract, the Vendor shall furnish to the School Department a Certificate of Insurance evidencing the following:

### A. GENERAL LIABILITY - Comprehensive Form

General Aggregate	<u>\$2,000,000</u>	Each Occ.	<u>\$1,000,000</u>
Products - Comp/OP Agg.	<u>\$1,000,000</u>	Fire Damage	<u>\$ N/A</u>
Personal Injury	<u>\$ N/A</u>	Medical Exp	<u>\$ N/A</u>

## B. ERRORS & OMISSIONS (PROFESSIONAL LIABILITY)

General Aggregate	\$ <u>N/A</u>	Each Occ.	\$ <u>N/A</u>
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### C. SEXUAL ABUSE/CHILD MOLESTATION

General Aggregate	\$ <u>N/A</u>	Each Occ.	\$ <u>N/A</u>
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D. COVERAGE FOR PAYMENT OF WORKERS' COMPENSATION BENEFITS  
PURSUANT TO CHAPTER 152 OF THE MASSACHUSETTS GENERAL LAWS IN  
THE AMOUNT AS LISTED BELOW:

E. WORKERS' COMPENSATION - EMPLOYER'S LIABILITY \$STATUTORY

F. AUTOMOBILE LIABILITY INSURANCE AS LISTED BELOW:

BODILY INJURY LIABILITY \$ N/A

1. A contract will not be executed unless a certificate(s) of insurance evidencing the above-described coverage is attached.
2. Failure to have the above-described coverage in effect during the entire period of the contract shall be deemed to be a breach of the contract.
3. All applicable insurance policies shall read:

“CITY OF SOMERVILLE” AS A CERTIFICATE HOLDER AND AS AN ADDITIONAL INSURED FOR GENERAL LIABILITY ONLY ALONG WITH A DESCRIPTION OF OPERATION IN THE SPACE PROVIDED ON THE CERTIFICATE:

**CITY OF SOMERVILLE  
SCHOOL DEPARTMENT  
42 CROSS STREET  
SOMERVILLE, MA 02145**

**NOTE: IF DURING TERM OF THIS CONTRACT YOUR INSURANCE EXPIRES, YOU SHALL BE RESPONSIBLE FOR SUBMITTING A NEW CERTIFICATE(S) COVERING THE PERIOD OF THIS CONTRACT. NO PAYMENT WILL BE MADE ON A CONTRACT WITH AN EXPIRED INSURANCE CERTIFICATE(S).**

Form: 55A  
Contract Number: \_\_\_\_\_

CITY OF SOMERVILLE

Rev. 08/01/12



**Non-Collusion Form and Tax Compliance Certification**

**Instructions:** Complete each part of this two-part form and sign and date where indicated below.

**A. NON-COLLUSION FORM**

I, the undersigned, hereby certify under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person.

As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

**Signature:** \_\_\_\_\_  
(Individual Submitted Bid or Proposal)  
Duly Authorized

**Name of Business or Entity:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**B. TAX COMPLIANCE CERTIFICATION**

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support, as well as paid all contributions and payments in lieu of contributions pursuant to MGL 151A, §19A(b).

**Signature:** \_\_\_\_\_  
(Duly Authorized Representative of Vendor)

**Name of Business or Entity:** \_\_\_\_\_

**Social Security Number or Federal Tax ID#:** \_\_\_\_\_

**Date:** \_\_\_\_\_



**CONTRACT SAMPLE**

**CONTRACT FOR TEXTBOOKS AND EDUCATIONAL MATERIALS  
BY AND BETWEEN  
THE CITY OF SOMERVILLE  
AND**

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This Contract made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by the City of Somerville, acting through its School Department (hereinafter, the "City") and \_\_\_\_\_ (hereinafter, the "Vendor").

**WHEREAS**, the City seeks to purchase the following supplies (hereinafter, the "Supplies"): Textbooks and Educational Materials; and

**WHEREAS**, pursuant to G.L. c. 30B, § 7, the procurement of supplies for less than \$25,000.00 (except for Library and school books) may be purchased without competition if after reasonable investigation the City determines, in writing, that only one practicable source exists; and

**WHEREAS**, the Chief Procurement Officer has declared that the Vendor is the only practicable source for the Supplies. (See Appendix A – Sole Source Declaration attached and made a part hereto); and

**NOW THEREFORE**, the City and the Vendor in consideration of mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

## **ARTICLE I. VENDOR'S SERVICES/SUPPLIES**

The Vendor shall provide the Services and/or Supplies described in Appendix \_\_\_\_ - Scope of Services/Specifications, attached and made part hereof.

## **ARTICLE II. TERM AND/OR DELIVERY**

### **A. Term.**

1. The term of this Contract shall commence on the day and year first written above.
2. The Vendor shall complete the Services and/or furnish the supplies, by \_\_\_\_\_ ("the Completion Date"). If this Contract is for Supplies, the Vendor agrees to deliver the Supplies upon receipt of an approved Purchase Order.
3. The term of this Contract may be extended at the sole discretion of the City, through written notice to the Vendor.

### **B. Delivery (Applicable to Supplies Only).**

1. The Supplies are to be delivered F.O.B. to: \_\_\_\_\_.
2. If this Contract is for Supplies, the City may, at its sole discretion, amend this Contract for a maximum of twenty five percent (25%) of the original Contract amount in the event that the awarding authority finds that it is in the best interests of the City. Any additional Supplies must be billed at the same unit price as the original proposal. (Quoted or Non-Exempt Sole Source Agreements may not exceed \$24,999, including amendments and extensions).

## **ARTICLE III. PRICE AND/OR COMPENSATION**

### **A. Price (Applicable To Supplies Only).**

1. In case of an error in extension prices quoted herein, the unit price will govern.
2. The Supplies and the unit price for the Supplies are listed in Appendix \_\_\_\_ - Specifications/Proposal, attached and made a part hereto.

**B. Payments.**

1. The City agrees to pay the Vendor a total not to exceed \_\_\_\_\_ dollars (\$\_\_\_\_\_) for Services rendered and/or Supplies received as specified in Appendix \_\_\_\_ - Specifications/Proposal.
2. The City reserves the right to increase the quantity of Services and or Supplies in accordance with G.L. c. 30B.
3. The City shall make no payment for a Supply or Service prior to the execution of this Contract.
4. Payments to the Vendor will be made within sixty (60) days from receipt of a detailed invoice.

**C. Invoicing.**

1. Final invoices from the Vendor are due no later than ninety (90) days from the Completion Date. Any invoice received past the ninety (90) day date will not be paid.
2. If this Contract is extended, invoices related to the extension period are due no later than ninety (90) days from the Extended Completion Date. (Quoted or Sole Source Contracts may not exceed \$24,999, including any amendments or extensions.)

**ARTICLE IV. DEFAULT; TERMINATION; REMEDIES**

**A. Events of Default.**

The following shall constitute events of default under this Contract:

1. The Vendor has made any material misrepresentation to the City;  
or
2. A judgment or decree is entered against the Vendor approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency; or
3. The Vendor files a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief for debtors; or
4. The Vendor seeks or consents or acquiesces in the appointment of any trustee or receiver, or is the subject of any other proceeding under

which a court assumes custody or control over the Vendor or of any of the Vendor's property; or

5. The Vendor becomes the defendant in a levy of an attachment or execution, or a debtor in an assignment for the benefit of creditors; or

6. The Vendor is involved in a winding up or dissolution of a partnership or of a corporation; or

7. Any failure by the Vendor to perform any of its obligations under this Contract, including, but not limited to, the following:

- (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Vendor's reasonable control,

- (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Vendor's reasonable control,

- (iii) failure to perform this Contract in a manner reasonably satisfactory to the City,

- (iv) failure to promptly re-perform within reasonable time the Services or Supplies that were rejected by the City as erroneous or unsatisfactory,

- (v) discontinuance of the Services or Supplies for reasons not beyond the Vendor's reasonable control,

- (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and nondiscrimination; or

8. Any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract.

**B. Termination Upon Default.**

In the event of a default by the Vendor, the City, acting through its Chief Procurement Officer, may, at its option, terminate this Contract immediately by written notice of termination. Notwithstanding the above, in the event of a default by the Vendor, the City, acting through its Chief Procurement Officer, may give notice in writing of a default, which notice shall set forth the nature of the default and shall set a date, by which the Vendor shall cure the default. If the Vendor fails to cure the default within the time as may be required by the notice, the City, acting through its Chief Procurement Officer, may, at its option terminate the Contract.

**C. Termination For Convenience.**

1. Notwithstanding any language to the contrary within the body of this Contract, the City may terminate this Contract, without cause at any time, effective upon the termination date stated in the notice of termination.

2. If the Contract is terminated under this subsection, the Vendor shall be entitled to be paid for Supplies and/or Services delivered and accepted prior to notice of termination at the prices stated in the Contract or bid documents. Any Supplies and/or Services delivered after notification of termination but prior to the effective termination date must be approved in writing in advance by the City in order to be eligible for payment. In no event shall the Vendor be entitled to be paid for any Supplies and/or Services delivered after the effective date of termination.

**D. Obligations Upon Termination.**

Upon termination of this Contract with or without cause, the Vendor shall immediately, unless otherwise directed by the City:

1. Cease performance upon the stated termination date;
2. Surrender to the City the Vendor's work product, whatever its state of completion; and

3. Return all tools, equipment, documents, correspondence, drawings, plans, models, or any other items whatsoever belonging to or supplied by the City;

**E. Rights and Remedies.**

1. The City shall have the right to:
  - a) disallow all or any part of the Vendor's invoices not in compliance with this Contract; and
  - b) temporarily withhold payment pending correction by the Vendor of any deficiency; and
  - c) sue for specific performance or money damages or both, including reasonable attorneys' fees incurred in enforcing any Vendor obligations hereunder; and
  - d) pursue remedies under any bond provided; and
  - e) pursue such other local, state and federal actions and remedies as may be available to the City.
2. Any termination shall not effect or terminate any of the rights or remedies of the City as against the Vendor then existing, or which may accrue because of any default.
3. No remedy referred to in this subsection is intended to be exclusive, but shall be cumulative, and in addition to any other remedy referred to above or otherwise available to the City at law or in equity.
4. The Vendor shall not gain nor assert any right, title or interest in any product produced by the Vendor under this Contract.

**ARTICLE V. INSURANCE**

The Vendor shall deposit with the City certificates of insurance issued by companies qualified to do business in the Commonwealth of Massachusetts in form and substance satisfactory to the City, with limits equal to or greater than those set forth in Appendix \_\_\_ attached hereto and made a part of this Contract. Such certificates shall name the City of Somerville as an additional insured and the City's approval prior to cancellation or change in amounts, types or scope of

coverage. The Vendor shall deliver to the City new certificates of insurance at least ten (10) days prior to expiration of the prior insurance and shall furnish the City with the name, business address and telephone number of the insurance agent. Vendors who are sole proprietors and who do not carry workers' compensation coverage shall certify in writing that they do not have any employees. (See Appendix \_\_\_\_\_ Acknowledgment of Sole Proprietorship.)

#### **ARTICLE VI. GENERAL PROVISIONS**

- A. Governing Law.** This Contract shall be governed by the laws of the Commonwealth of Massachusetts.
- B. Complete Agreement.** This Contract supersedes all prior agreements and understandings between the parties and may not be changed unless mutually agreed upon in writing by both parties.
- C. Condition of Enforceability Against the City.** This Contract is only binding upon, and enforceable against, the City if: (1) the Contract is signed by the Mayor; (2) endorsed with approval by the City Auditor as to appropriation or availability of funds; (3) endorsed with approval by the City Solicitor as to form; and (4) funding is appropriated for this Contract or otherwise made available to the City.
- D. Taxes.** Purchases incurred by the City are exempt from Federal Excise Taxes and Massachusetts Sales Tax, and prices must exclude any such taxes. Tax Exemption Certificates will be furnished upon request. The City of Somerville's Massachusetts Tax Exempt Number is:  
**MO46 001 414.**
- E. Indemnification.** The Vendor agrees to take all necessary precautions to prevent injury to any persons or damage to property during the term of this Contract and shall indemnify and save the City harmless against all damages, loss or expense, including judgments, costs, attorneys' fees and interest resulting in any way, from any negligent or willful act or omission on the part of the Vendor, its agents, employees or sub-contractors or resulting directly or indirectly from the Vendor's performance under this Contract.



- F. Independent Contractor.** The Vendor is an independent contractor and is not an employee, agent or representative of the City.
- G. Assignment.** The Vendor shall not assign this Contract or any interest herein, without the prior written consent of the City.
- H. Sub-Contractors.** The Vendor shall not engage any other company, sub-contractor or individual to perform any obligation hereunder, without the prior written consent of the City.
- I. Discrimination.** It is understood and agreed that it shall be a material breach of this Contract for the Vendor to engage in any practice which shall violate any provision of G.L. c. 151B, relative to discrimination in hiring, discharge, compensation or terms, conditions or privileges of employment because of race, color, religious creed, national origin, sex, sexual orientation, age, or ancestry.
- J. Severability.** In the event that any paragraph or provision of this Contract shall be held to be illegal or unenforceable, such paragraph or provision shall be severed from this Contract and the entire Contract shall not fail on account thereof, but shall otherwise remain in full force and effect.
- K. Notice.** The parties shall give notice in writing by one of the following methods: (i) hand-delivery; (ii) telegram; (iii) telecopier; (iv) certified mail, return receipt requested; or (v) federal express, express mail, or any other nationally recognized overnight delivery service,
1. To the Vendor at the address set forth herein or the following  
Fax Number: \_\_\_\_\_

2. To the City addressed to:

Name: Patricia Durette  
Finance Director  
Address: City of Somerville School Department  
181 Washington Street  
Somerville, MA 02143  
Fax No.: (617) 666-1130

with a copy to: City Solicitor, City Hall, 93 Highland Avenue, Somerville, MA 02143; Fax No. (617) 776-8847.

Notice shall be effective on the earlier of (i) the day of actual receipt, or (ii) one day after tender of delivery.

**L. Captions.** The captions of the sections in this Contract are for convenience and reference only and in no way define, limit or affect the scope or substance of any section of this Contract.

**M. Additional Provisions.** Other conditions governing this Contract are set forth in the following appendices:

Appendix A - \_\_\_\_\_  
Appendix B - \_\_\_\_\_  
Appendix C - \_\_\_\_\_  
Appendix D - \_\_\_\_\_  
Appendix E - \_\_\_\_\_  
Appendix F - \_\_\_\_\_

The above-described appendices are, by this clause, made an integral part of this Contract.

The Contract documents are to be read collectively and complementary to one another; any requirement under one shall be as binding as if required by all. In the event of any conflict or inconsistency between the provisions of this Contract and any of this Contract's documents, the provisions of this Contract shall prevail. In the event of any conflict or inconsistency between this Contract, the Contract's documents and any applicable state law, the applicable state law shall prevail.

**ARTICLE VII. REPRESENTATIONS AND CERTIFICATIONS OF THE**  
**VENDOR**

The Vendor hereby represents and certifies under the penalties of perjury:

- A. Organization.** The Vendor is a duly organized and validly existing corporation/ partnership/trust/sole proprietorship, other: \_\_\_\_\_, (select one) and is qualified to do business and is in good standing in the Commonwealth of Massachusetts, with full power and authority to consummate the transactions contemplated hereby.
- B. Authority.** (Not applicable to Sole Proprietorship). This Contract has been duly executed and delivered on behalf of the Vendor by its president/treasurer/general partner/trustee/other: \_\_\_\_\_ (select one) to and in full compliance with the authority granted by its organizational documents and its votes or resolutions, which authority has not been amended, modified or rescinded as of the date hereof.
- C. Non-Collusion.** This Contract was made without collusion or fraud with any other person and was in all respects bona fide and fair. As used in this paragraph, the word, "person," shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.
- D. Tax and Contributions Compliance.** The Vendor is in full compliance with all laws of the Commonwealth of Massachusetts relating to taxes and to contributions and payments in lieu of taxes. The Vendor's federal tax identification number is: \_\_\_\_\_.
- E. Municipal Taxes and Liens.** The Vendor has paid all outstanding real estate, personal property or excise tax, water charges, fines and or any other municipal lien charges due to the City of Somerville.
- F. Conflict of Interest.** The Vendor certifies that no official or employee of the City has a financial interest in this Contract or in the expected profits to arise therefrom, unless there has been compliance with the provisions of G. L. c. 43, § 27 (Interest in Public Contracts by Public Employees), and G. L. c. 268A, § 20 (Conflict of Interest).

- G. Licenses and Permits.** The Vendor shall be in possession of all required licenses and permits for any activity which may occur from the Vendor's operations under this Contract. The Vendor shall submit copies of such licenses and/or permits upon request.
- H. Debarment or Suspension.** The Vendor certifies that it has not been debarred or suspended under G. L. c. 29, § 29F, nor will it contract with a debarred or suspended subcontractor on any public contract.

**ARTICLE VIII. WARRANTIES (APPLICABLE TO SUPPLIES ONLY)**

- A.** The Vendor warrants that (1) the Supplies sold are merchantable, (2) that they are fit for the purpose for which they are being purchased, (3) that they are absent any latent defects and (4) that they are in conformity with any sample which may have been presented to the City.
- B.** The Vendor guarantees that upon inspection, any defective or inferior Supplies shall be replaced without additional cost to the City. The Vendor will assume any additional cost accrued by the City due to the defective or inferior Supplies.
- C.** The Vendor guarantees all Supplies for a period of one (1) year, or as otherwise specified in Appendix \_\_\_\_.

**ARTICLE IX. LIVING WAGE (APPLICABLE TO SERVICES ONLY)**

If this Contract is for Services in the amount of ten thousand dollars (\$10,000.00) or more, the Vendor must execute a "Living Wage Ordinance Form" (Appendix \_\_\_\_), and hereby represents and certifies under the penalties of perjury that it complies with the provisions of the Somerville Living Wage Ordinance.